

**IT IS THE VENDOR'S RESPONSIBILITY TO CHECK
FOR ADDENDUMS PRIOR TO SUBMITTING PROPOSALS**

**NOTICE TO BIDDERS
SPECIFICATION NO. 07-085**

The City of Lincoln, Nebraska intends to purchase and invites you to submit a sealed bid for:

**Unit Price Construction Contract for Miscellaneous Landscape
Installation and Maintenance Service**

Sealed bids will be received by City of Lincoln, Nebraska on or before **12:00 noon Wednesday, March 21, 2007**, in the office of the Purchasing Agent, "**K" Street Complex (SW Wing), Suite 200, 440 So. 8th Street**, Lincoln, NE 68508. Bids will be publicly opened and read aloud in the First Floor Conference Room at the "K" Street Complex.

Bid specification may be downloaded from the City's website at www.lincoln.ne.gov Keyword: Bid, select current year, select bid specification. Prospective submitters must monitor the bid listing for any addendums.

Bidders should take caution if U.S. mail or mail delivery services are used for the submission of bids. Mailing should be made in sufficient time for bids to arrive in the Purchasing Division, prior to the time and date specified above. Late bid will not be considered.

Company Name _____

**PROPOSAL FOR
SPECIFICATION NO. 07-085
UNIT PRICE CONSTRUCTION CONTRACT FOR
MISCELLANEOUS LANDSCAPE INSTALLATION
AND MAINTENANCE SERVICES**

BID OPENING TIME: 12:00 NOON

DATE: March 21, 2007

I/We, the undersigned, have read the attached specifications and conditions required for this proposal, hereby propose to furnish landscape installation and/or maintenance services in accordance with these conditions on the following unit price basis.

Prices are to be held for one year. Company Name _____

SCHEDULE I - LANDSCAPE INSTALLATION

<u>ITEM NO.</u>	<u>ITEM DESCRIPTION</u>	<u>U/M</u>	<u>UNIT PRICE</u>
1.	Turf/Vegetation Removal - Manual Labor	Hourly	\$ _____
2.	Turf/Vegetation Removal - Chemical App. (exclude cost of chemical)	Hourly	\$ _____
3.	Soil Removal	C.Y.	\$ _____
4.	Soil Replacement (exclude cost of material)	C.Y.	\$ _____
5.	Soil Enrichment	C.Y.	\$ _____
6.	Rototilling (8" minium depth)	S.F.	\$ _____
7.	Natural Edge/Trenching	L.F.	\$ _____
8.	Perennial Installation (exclude cost of plant)		
8.1	Quart	Each	\$ _____
8.2	(1) Gallon	Each	\$ _____
8.3	(2) Gallon	Each	\$ _____
9.	Shrub Installation (exclude cost of shrub)		
9.1	(1) Gallon	Each	\$ _____
9.2	(2) Gallon	Each	\$ _____
9.3	(5) Gallon	Each	\$ _____

Company Name _____

10. Tree Installation (exclude cost of tree)
- 10.1 Deciduous 1 ½" cal. Each \$ _____
- 10.2 Evergreen 4' tall Each \$ _____
11. Mulch Application/Spreading (exclude cost of mulch) S.F. \$ _____
12. Watering (exclude cost of water) Hourly \$ _____

List equipment type to be used for watering: _____

13. Fertilizing (exclude cost of fertilizer) S.F. \$ _____
14. Seeding (exclude cost of seed) S.F. \$ _____
15. Plugging (exclude cost of plugs) S.F. \$ _____
16. Sodding (exclude cost of sod) S.F. \$ _____
17. Anti-desiccant (exclude cost of anti-desiccant) S.F. \$ _____

SCHEDULE II - LANDSCAPE MAINTENANCE

<u>ITEM NO.</u>	<u>ITEM DESCRIPTION</u>	<u>U/M</u>	<u>UNIT PRICE</u>
1.	Cutting back Grasses/Perennials	Hourly	\$ _____
2.	Pruning Shrubs	Hourly	\$ _____
3.	Pruning Trees	Hourly	\$ _____
4.	Pre-Emergent (exclude cost of herbicide)	Hourly	\$ _____
5.	Fertilizer (exclude cost of fertilizer)	Hourly	\$ _____
6.	Post-Emergent (exclude cost of herbicide)	Hourly	\$ _____
7.	Pesticide (exclude cost of pesticide)	Hourly	\$ _____
8.	Weeding (manually)	Hourly	\$ _____

Company Name _____

9.	Natural Edge/Trenching	L.F.	\$ _____
10.	Mulch Application/Spreading (exclude cost of mulch)	S.F.	\$ _____
11.	Trash Removal from landscape	Hourly	\$ _____
12.	Watering (exclude cost of water)	Hourly	\$ _____
13.	Dividing and/or Transplanting perennials and/or ornamental grasses	Hourly	\$ _____
14.	Transplanting shrubs	Hourly	\$ _____
15.	Anti-desiccant (exclude cost of anti-desiccant)	S.F.	\$ _____

SCHEDULE III - LANDSCAPE MATERIALS

<u>ITEM NO.</u>	<u>ITEM DESCRIPTION</u>	<u>U/M</u>	<u>UNIT PRICE</u>
1.	Top Soil	C.Y.	\$ _____
2.	Compost Available from the City of Lincoln's Solid Waste Operation - contact Gene Hanlon (402) 441-7043.	C.Y.	\$ _____
3.	Pre-Emergent (Ornamental Herbicide):		
	<u>Liquid</u> _____ (List Product Type)	Per Gallon	\$ _____
	<u>Granular</u> _____ (List Product Type)	Per Pound	\$ _____
4.	Pre-Emergent (Turf):		
	<u>Liquid</u> _____ (List Product Type)	Per Gallon	\$ _____
	<u>Granular</u> _____ (List Product Type)	Per Pound	\$ _____

Company Name _____

5. Fertilizer (12% nitrogen, 4% phosphoric acid, 8% potash by weight):

<u>Liquid</u>	_____	Per Gallon	\$ _____
	<i>(List Product Type)</i>		
<u>Granular</u>	_____	Per Pound	\$ _____
	<i>(List Product Type)</i>		

6. Plant Starter (Liquid solution with an analysis of 3-10-3):

<u>Liquid</u>	_____	Per Gallon	\$ _____
	<i>(List Product Type)</i>		
<u>Granular</u>	_____	Per Pound	\$ _____
	<i>(List Product Type)</i>		

7. Post-Emergent (Ornamental Herbicide):
Remove grasses from perennials:

<u>Liquid</u>	_____	Per Gallon	\$ _____
	<i>(List Product Type)</i>		
<u>Granular</u>	_____	Per Pound	\$ _____
	<i>(List Product Type)</i>		

Remove broadleaf weeds from ornamental grasses:

<u>Liquid</u>	_____	Per Gallon	\$ _____
	<i>(List Product Type)</i>		
<u>Granular</u>	_____	Per Pound	\$ _____
	<i>(List Product Type)</i>		

8. Post-Emergent (Turf):

<u>Liquid</u>	_____	Per Gallon	\$ _____
	<i>(List Product Type)</i>		
<u>Granular</u>	_____	Per Pound	\$ _____
	<i>(List Product Type)</i>		

9. Pesticide (exclude cost of pesticide):

Insecticidal Soap _____	Per Gallon	\$ _____
<i>(List Product Type)</i>		
Contact or equivalent _____	Per Gallon	\$ _____
<i>(List Product Type)</i>		
Miticide or equivalent _____	Per Gallon	\$ _____
<i>(List Product Type)</i>		

Company Name _____

10. Complete Kill:

Round-up or equivalent _____ Per Gallon \$ _____
(List Product Type)

11. Mulch

Cedar C.Y. \$ _____

Cottonwood C.Y. \$ _____

Cypress C.Y. \$ _____

Other C.Y. \$ _____

These Unit Price Proposals are offered by _____, hereinafter referred to as bidder.

A Corporation organized and existing under the laws of the state of _____.

A Partnership doing business as _____.

An Individual doing business as _____.

Addenda: Bidder has received Addenda Nos. _____, and has included their provisions in this bid.

BID SECURITY REQUIRED:

Yes X Amount: \$500.00

No _____

Special provisions for Commodity Term Contracts are included with the specification document. Bidders are urged to read the Special Provisions before completing the following sections of the Proposal.

Contract Extension Renewal is an option: Yes _____

No _____

TERM PRICE CLAUSE: BIDDER MUST CHECK A OR B

(a) Bid prices firm for the full contract period: _____

(b) Bid prices subject to annual escalation/de-escalation: _____

(c) If (b) is checked, amount of escalation/de-escalation: _____

COMPANY REPRESENTATIVE responsible for the administration of this Agreement:

NAME: _____

TITLE: _____

PHONE NO. _____

AFFIRMATIVE ACTION PROGRAM: Successful bidder will be required to comply with the provisions of the City's Affirmative Action Policies (Contract Compliance, Sec. 1.16). The Equal Opportunity Officer will determine compliance or non-compliance, upon a complete and substantial review of successful bidder's equal opportunity policies, procedures and practices.

The undersigned signatory for the bidder represents and warrants that he has full and complete authority to submit this proposal to the City, and to enter into a contract if this proposal is accepted.

**NOTE: RETURN 2 COMPLETE COPIES OF BID OFFER AND SUPPORTING MATERIAL.
MARK OUTSIDE OF BID ENVELOPE AS FOLLOWS: SEALED BID FOR SPEC. NO. 07-085,
AS WELL AS COMPANY NAME AND ADDRESS.**

The undersigned signatory of the bidder represents and warrants that he has full and complete authority to submit this offer to City of Lincoln, and to enter into a contract if this offer is accepted.

COMPANY NAME

BY (Signature)

STREET ADDRESS or P.O. BOX

(Print Name)

CITY, STATE ZIP CODE

(Title)

TELEPHONE No. FAX No.

(Date)

E-MAIL ADDRESS

ESTIMATED DELIVERY DAYS

Bids may be inspected in the Purchasing Division during normal business hours after tabulation and review by a Purchasing Agent. Bid tabulations can be viewed on our website at: lincoln.ne.gov Keyword: **Bid** The Intent to Award will be listed on the website when a recommendation is received from the Department.

INSTRUCTIONS TO BIDDERS

CITY OF LINCOLN, NEBRASKA

1. BIDDING PROCEDURE

- 1.1 Bidder shall submit one (1) complete set of the bid documents and all supporting material, unless otherwise stipulated. All appropriate blanks shall be completed. Any interlineation, alteration or erasure on the specification document shall be initialed by the signer of the bid. Bidder shall not change the proposal form nor make additional stipulations on the specification document. Any amplified or qualifying information shall be on the bidder's letterhead and firmly attached to the specification document.
- 1.2 Bid prices shall be submitted on the Proposal Form included in the bid document.
- 1.3 Bidders may submit a bid on an "all or none" or "lump sum" basis, but should also submit a quotation on an item-by-item basis. Bidding documents shall be clearly marked indicating the kind of proposal being submitted.
- 1.4 Any person signing a bid for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.5 Bids received after the time and date established for receiving bids will be rejected.
- 1.6 If bidding on a Construction Contract, the City of Lincoln's Standard Specifications for Municipal Construction 2006 shall apply.
 - 1.6.1 Bidders may obtain this document from the City's Design Engineering Division of Public Works & Utilities for a small fee.
 - 1.6.2 Said document can be reviewed at Design Engineering or the Purchasing Division.
 - 1.6.3 The Standard Conditions are available on the web site.
<http://www.lincoln.ne.gov/city/pworks/engine/dconst/standard/stdspec/index.htm>

2. BIDDER'S SECURITY

- 2.1 Bid security, as a guarantee of good faith, in the form of a certified check, cashier's check, or bidder's bond, may be required to be submitted with this bid document, as indicated on the Proposal Form.
- 2.2 If alternates are submitted, only one bid security will be required, provided the bid security is based on the amount of the highest gross bid.
- 2.3 Such bid security will be returned to the unsuccessful bidders when the award of bid is made.
- 2.4 Bid security will be returned to the successful bidder(s) as follows:
 - 2.4.1 For single order bids with specified quantities: upon the delivery of all equipment or merchandise, and upon final acceptance by the City.
 - 2.4.2 For all other contracts: upon approval by the City of the executed contract and bonds.
- 2.5 City shall have the right to retain the bid security of bidders to whom an award is being considered until either:
 - 2.5.1 A contract has been executed and bonds have been furnished.
 - 2.5.2 The specified time has elapsed so that the bids may be withdrawn.
 - 2.5.3 All bids have been rejected.
- 2.6 Bid security will be forfeited to the City as full liquidated damages, but not as a penalty, for any of the following reasons, as pertains to this specification document:
 - 2.6.1 If the bidder fails to deliver the equipment or merchandise in full compliance with the accepted proposal and specifications.
 - 2.6.2 If the bidder fails or refuses to enter into a contract on forms provided by the City, and/or if the bidder fails to provide sufficient bonds or insurance within the time period as established in this specification document.

3. BIDDER'S REPRESENTATION

- 3.1 Each bidder by signing and submitting a bid, represents that the bidder has read and understands the specification documents, and the bid has been made in accordance therewith.
- 3.2 Each bidder for services further represents that the bidder has examined and is familiar with the local conditions under which the work is to be done and has correlated the observations with the requirements of the bid documents.

4. CLARIFICATION OF SPECIFICATION DOCUMENTS

- 4.1 Bidders shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of the specification documents.
- 4.2 Bidders desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing Agent at least five (5) calendar days prior to the date and time for receipt of bids.

- 4.3 Changes made to the specification documents will be made by written addenda to all known prospective bidders and posted on the City-County website at lincoln.ne.gov Keyword - Bid.
- 4.4 Oral interpretations or changes to the Specification Documents made in any other manner, will not be binding on the City; and bidders shall not rely upon such interpretations or changes.

5. ADDENDA

- 5.1 Addenda are written instruments issued by the City prior to the date for receipt of bids which modify or interpret the specification document by addition, deletion, clarification or correction.
- 5.2 Copies of addenda will be made available for inspection at the office of the Purchasing Agent and on the City-County website.
- 5.3 No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of bids, except an addendum withdrawing the invitation to bid, or an addendum which includes postponement of the bid.
- 5.4 Bidders shall ascertain prior to submitting their bid that they have received all addenda issued, and they shall acknowledge receipt of addenda on the proposal form.

6. INDEPENDENT PRICE DETERMINATION

- 6.1 By signing and submitting this bid, the bidder certifies that the prices in this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder prior to bid opening directly or indirectly to any other bidder or to any competitor; no attempt has been made, or will be made, by the bidder to induce any person or firm to submit, or not to submit, a bid for the purpose of restricting competition.

7. ANTI-LOBBYING PROVISION

- 7.1 During the period between the bid advertisement date and the contract award, bidders, including their agents and representatives, shall not lobby or promote their bid with any member of the City Council or City Staff except in the course of City-sponsored inquiries, briefings, interviews, or presentations, unless requested by the City.

8. BRAND NAMES

- 8.1 Wherever in the specifications or proposal form brand names, manufacturer, trade name, or catalog numbers are specified, it is for the purpose of establishing a grade or quality of material only; and the term "or equal" is deemed to follow.
- 8.2 It is the bidder's responsibility to identify any alternate items offered in the bid, and prove to the satisfaction of the City that said item is equal to, or better than, the product specified.
- 8.3 Bids for alternate items shall be stated in the appropriate brand on the proposal form, or if the proposal form does not contain blanks for alternates, bidder MUST attach to the specification documents on Company letterhead a statement identifying the manufacturer and brand name of each proposed alternate, plus a complete description of the alternate items including illustrations, performance test data and any other information necessary for an evaluation. The bidder must indicate any variances by item number from the specification document no matter how slight. Bidder must fully explain the variances from the specification document, since brochure information may not be sufficient.
- 8.4 If variations are not stated in the proposal, it will be assumed that the item being bid fully complies with the City's specifications.

9. DEMONSTRATIONS/SAMPLES

- 9.1 Bidders shall demonstrate the exact item(s) proposed within seven (7) calendar days from receipt of such request from the City.
- 9.2 Such demonstration can be at the City delivery location or a surrounding community.
- 9.3 If bidder does not have an item in the area, it will be at the bidder's expense to send appropriate City personnel to the nearest location to view and inspect proposed item(s).
- 9.4 If items are small and malleable, the bidder is proposing an alternate product, the bidder MUST supply a sample of the exact item. Samples will be returned at bidder's expense after receipt by the City of acceptable goods. Bidders must indicate how samples are to be returned.

10. DELIVERY (Non-Construction)

- 10.1 Each bidder shall state on his proposal form the date upon which he can make delivery of all equipment or merchandise.
- 10.2 The City reserves the right to cancel orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the proposal form.

- 10.3 All bids shall be based upon **inside** delivery of the equipment/ merchandise F.O.B. the City at the location specified by the City, with all transportation charges paid.
- 10.4 At the time of delivery, a designated City of Lincoln employee will sign the invoice/packing slip. The signature will only indicate that the order has been received and the items actually delivered agree with the delivery invoice. This signature does not indicate all items met specifications, were received in good condition and/or that there is not possible hidden damage or shortages.

11. WARRANTIES, GUARANTEES AND MAINTENANCE

- 11.1 Copies of the following documents must accompany the bid proposal for all items being bid:
- 11.1.1 Manufacturer's warranties and/or guarantees.
- 11.1.2 Bidder's maintenance policies and associated costs.
- 11.2 As a minimum requirement of the City, the bidder will guarantee in writing that any defective components discovered within a one (1) year period after the date of acceptance shall be replaced at no expense to the City. Replacement parts of defective components shall be shipped at no cost to the City. Shipping costs for defective parts required to be returned to the bidder shall be paid by the bidder.

12. ACCEPTANCE OF MATERIAL

- 12.1 All components used in the manufacture or construction of materials, supplies and equipment, and all finished materials, shall be new, the latest make/model, of the best quality, and the highest grade workmanship.
- 12.2 Material delivered under this proposal shall remain the property of the bidder until:
- 12.2.1 A physical inspection and actual usage of this material is made and found to be acceptable to the City; and
- 12.2.2 Material is determined to be in full compliance with the specifications and accepted proposal.
- 12.3 In the event the delivered material is found to be defective or does not conform to the specification documents and accepted proposal, then the City reserves the right to cancel the order upon written notice to the bidder and return materials to the bidder at bidder's expense.
- 12.4 Successful bidder shall be required to furnish title to the material, free and clear of all liens and encumbrances, issued in the name of the City of Lincoln, Nebraska, as required by the specification documents or purchase orders.
- 12.5 Selling dealer's advertising decals, stickers or other signs shall not be affixed to equipment. Vehicle mud flaps shall be installed blank side out with no advertisements. Manufacturer's standard production forgings, stampings, nameplates and logos are acceptable.

13. BID EVALUATION AND AWARD

- 13.1 The signed bid proposal shall be considered an offer on the part of the bidder. Such offer shall be deemed accepted upon issuance by the City of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 13.2 No bid shall be modified or withdrawn for a period of ninety (90) calendar days after the time and date established for receiving bids, and each bidder so agrees in submitting the bid.
- 13.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 13.4 The bid will be awarded to the lowest responsible, responsive bidder whose proposal will be most advantageous to the City, and as the City deems will best serve its requirements.
- 13.5 The City reserves the right to accept or reject any or all bids; to request rebids; to award bids item-by-item, with or without alternates, by groups, or "lump sum"; to waive minor irregularities in bids; such as shall best serve the requirements and interests of the City.
- 13.6 In order to determine if the Bidder has the experience, qualifications, resources and necessary attributes to provide the quality workmanship, materials and management required by the plans and specifications, the Bidder may be required to complete and submit additional information as deemed necessary by the City. Failure to provide the information requested to make this determination may be grounds for a declaration of non-responsive with respect to the Bidder.
- 13.7 The City reserves the right to reject irregular bids that contain unauthorized additions, conditions, alternate bids, or irregularities that make the Bid Proposal incomplete, indefinite or ambiguous.

14. INDEMNIFICATION

- 14.1 The bidder shall indemnify and save harmless the City of Lincoln, Nebraska from and against all losses, claims, damages, and expenses, including, attorney's fees arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom and is caused in whole or in part by the Bidder, any subcontractor, any directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. This section will not require the Bidder to indemnify or hold harmless the City of Lincoln for any losses, claims damages, and expenses arising out of or resulting from the sole negligence of the City of Lincoln, Nebraska.
- 14.2 In any and all claims against the City or any of its members, officers or employees by an employee of the bidder, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 13.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the bidder or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

15. TERMS OF PAYMENT

- 15.1 Unless stated otherwise, the City will begin processing payment within thirty (30) calendar days after all labor has been performed and all equipment or other merchandise has been delivered, and all such labor and equipment and other materials have met all contract specifications.

16. LAWS

- 16.1 The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.
- 16.2 Bidder agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.

17. AFFIRMATIVE ACTION

- 17.1 The City of Lincoln-Lancaster County Purchasing Division provides equal opportunity for all bidders and encourages minority businesses and women's business enterprises to participate in our bidding process.

18. LIVING WAGE

- 18.1 The bidders agree to pay all employees employed in the performance of this contract, a base wage of not less than the City Living Wage per section 2.81 of the Lincoln Municipal Code. This wage is subject to change every July.

19. EXECUTION OF AGREEMENT

- 19.1 Depending on the type of service provided, one of the following three (3) methods will be employed. The method applicable to this contract will be checked below:
- ☐ a. This Contract shall consist of a **PURCHASE ORDER** and a copy of the suppliers signed bid (or referenced bid number) attached and that the same, in all particulars, becomes the agreement and contract between the parties hereto: that both parties thereby accept and agree to the terms and conditions of said bid documents, and that the parties are bound thereby and the compensation to be paid the Supplier is as set forth in the Supplier's Bid. Items not awarded, if any, have been deleted.
- ☐ b. The contract shall consist of a **YEARLY AGREEMENT** and a copy of the suppliers signed bid attached and that the same, in all particulars, becomes the agreement and contract between the parties hereto. That both parties thereby accept and agree to the terms and conditions of said bid documents, and that the parties are bound thereby and the compensation to be paid the Supplier is as set forth in the Suppliers' Bid. Items not awarded, if any, have been deleted.
- ☒ c. Three (3) copies of the **CONTRACT**, unless otherwise noted.
1. City will furnish three (3) copies of the Contract to the successful Bidder who shall prepare attachments as required. Insurance as evidenced by a Certificate of Insurance, surety bonds properly executed, and Agreement signed with the date of signature shall be attached.
 2. The prepared documents shall be delivered to the City within 10 days (unless otherwise noted).
 3. The City will sign the Contract Agreement, insert the date of signature at the beginning of the Contract Agreement, prepare an Executive Order to go the Mayor for signature.
 4. Upon approval and signature from the Mayor, the City will return one copy to the Contractor.

INSURANCE REQUIREMENTS FOR ALL CITY CONTRACTS

1. GENERAL PROVISIONS

- A. **Indemnification.** The Contractor shall indemnify and save harmless the City of Lincoln, Nebraska from and against all losses, claims, damages, and expenses, including attorney's fees, arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom and is caused in whole or in part by the Contractor, any subcontractor, any directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. This section will not require the Contractor to indemnify or hold harmless the City of Lincoln for any losses, claims, damages, and expenses arising out of or resulting from the sole negligence of the City of Lincoln, Nebraska.
- B. **Approved Coverage Prior to Commencing Work/Subcontractors Included.** Contractor shall purchase and maintain in place insurance to Protect Contractor and City against all liabilities and hazards as provided in this article throughout the duration of the Contract. Contractor shall not commence work under this contract until the Contractor has obtained all insurance required under this Section and such insurance has been approved by the City Attorney for the City of Lincoln, nor shall the Contractor allow any subcontractor to commence work on any subcontract until all similar insurance required of the subcontractor has been so obtained and approved.
- C. **Occurrence Basis Coverage.** All insurance shall be provided on an **occurrence basis** and not on a claims made basis, except for hazardous materials, errors and omissions, or other coverage not reasonably available on an occurrence basis; provided that all such claims made coverage is subject to the prior written approval of the City Attorney and must be clearly indicated as such in any certificate showing coverage.
- D. **Authorized and Rated Insurers Required.** All insurance coverage are to be placed with insurers authorized to do business in the State of Nebraska and must be placed with an insurer that has an A.M. Best's Rating of no less than A:VII unless specific approval has been granted by the City Attorney.
- E. **Certificates Showing Coverage.** All certificates of insurance shall be filed with the City Attorney, and may utilize an appropriate standard ACORD Certificate of Insurance form showing the specific limits of insurance coverage required by this Article; provided that restrictions, qualifications or declarations inconsistent with the requirements of this Article shall not relieve the Contractor from providing insurance as required herein. Such certificates shall show the City of Lincoln as additional insured, including by specific endorsement where necessary, as indicated in the following requirements. Such certificate shall specifically state that the related insurance policies are to be endorsed to require the insurer to provide the City of Lincoln thirty days, notice of cancellation, non-renewal or any material reduction in the stated amounts or limits of insurance coverage.
- F. **Terminology.** The terms "insurance," "insurance policy," or "coverage" as used in this article are used interchangeably and shall have the same meaning as "insurance" unless the context clearly requires otherwise. References to "ISO®" forms are merely for convenience and ease of reference, and an equivalent or better form as determined acceptable by the City Attorney may be used. (Note: ISO® is a registered trademark of ISO Properties, Inc.)

2. INSURANCE REQUIREMENTS

- A. **Scope of Required Coverage.** The Contractor shall take out and maintain during the life of Contract such insurance in the forms and minimum amounts as specified in this Article and as will protect Contractor and City from the following claims arising out of or resulting from or in connection

with the Contractor's operations, undertakings or omissions directly or indirectly related to the Contract, whether by the Contractor or any Subcontractor or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- (1) Claims under workers' compensation, disability benefit, or other employee benefit acts;
- (2) Claims arising out of bodily injury, occupational sickness or disease, or death of an employee or any other person;
- (3) Claims customarily covered under personal injury liability coverage;
- (4) Claims other than to the work itself arising out of an injury to or destruction of tangible property, including the loss of use resulting therefrom;
- (5) Claims arising out of ownership, maintenance or use of any motor vehicle;
- (6) Railroad protective liability coverage in the event the contract involves work to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing.

- B. Worker's Compensation Insurance and Employer's Liability Insurance.** The Contractor shall provide applicable statutory Worker's Compensation Insurance with minimum limits as provided below covering all Contractor's employees, and in the case of any subcontracted work, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for Subcontractor's employees.

The Contractor shall provide Employer's Liability Insurance with minimum limits as provided below placed with an insurance company authorized to write such insurance in all states where the Contractor will have employees located in the performance of this contract, and the Contractor shall require each Subcontractor similarly to maintain Employer's Liability Insurance on the Subcontractor's employees.

Coverage	Listing	Min Amt	Notes
Worker's Comp.			
	State	Statutory	
	Applicable Federal	Statutory	
Employer's Liability			
	Bodily Injury by accident	\$500,000	each accident
	Bodily Injury by disease	\$500,000	each employee
	Bodily Injury	\$500,000	policy limit

C. Commercial General Liability Insurance.

- (1) The Contractor shall provide Commercial General Liability Insurance in a policy form providing no less comprehensive and no more restrictive coverage than provided under the ISO® form CG00010798 or newer with standard exclusions "a" through "o" and with minimum limits as provided below. Any other exclusions that operate to contradict or materially alter the standard exclusions shall be specifically listed on the certificate of insurance and shall be subject to the prior written approval of the City Attorney.

Coverage	Min Amt	Notes
General	\$2,000,000	Aggregate
Products and Completed Operations	\$2,000,000	Aggregate
Personal and Advertising Injury	\$1,000,000	
Each Occurrence	\$1,000,000	
Fire Damage Limit	\$ 100,000	any one fire
Medical Damage Limit	\$ 10,000	any one person

(2) The required Commercial General Liability Insurance shall also include the following:

- Coverage for all premises and operations
- Endorsement to provide the general aggregate per project endorsement
- Personal and advertising injury included
- Operations by independent contractors included
- Contractual liability coverage included
- X.C.U. Coverage including coverage for demolition of any building or structure, collapse, explosion, blasting, excavation and damage to property below the surface of ground.
- Any fellow employee exclusions shall be deleted
- Coverage shall not contain an absolute pollution exclusion, and applicable remaining coverage shall apply for pollution exposures arising from products and completed operations.
- Coverage for products and completed operations maintained for duration of work and shall be maintained for a minimum of three years after final acceptance under the Contract or the warranty period for the same whichever is longer, unless modified in any Special Provisions.
- Contractual Liability coverage shall include contractually assumed defense costs in addition to any policy limits.

(3) If work is to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing, Railroad Contractual Liability Endorsement (ISO® form CG24170196 or newer).

(4) City may at its sole option, and in lieu of being additional insured on the Contractor's policy, by written requirement in the Special Provisions or by written change order, require Contractor to provide a separate Owner's Protective liability policy. The premium cost to obtain such insurance shall be as paid as provided in the Special Provision or change order, with any related cost savings as reasonably determined by the City being reimbursed or paid to the City.

D. Vehicle liability insurance coverage.

- The Contractor shall provide reasonable insurance coverage for all owned, non-owned, hired and leased vehicles with specific endorsements to include contractual liability coverage and delete any fellow employee exclusion.
- If specifically required in the Special Provisions, the required coverage shall also include an endorsement for auto cargo pollution (ISO® form CA 99 48).

E. Railroad Protective Liability. If work is to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing or otherwise required by the Special Provisions or applicable requirements of an affected railroad, the Contractor shall provide Railroad Protective Liability Insurance naming the affected railroad/s as insured with

minimum limits for bodily injury and property damage of \$2,000,000 per occurrence, \$6,000,000 aggregate, or such other limits as required in the Special Provisions or by the affected railroad. The original of the policy shall be furnished to the railroad and a certified copy of the same furnished to the City Attorney's office prior to any related construction or entry upon railroad premises by the Contractor or for work related to the Contract.

- F. **Umbrella or Excess Insurance.** The Contractor shall provide Umbrella or Excess insurance coverage with minimum coverage limits of \$3,000,000 each occurrence and aggregate.
- G. **City included as Insured on Contractor's Policy – Endorsements required.**
The Contractor shall provide adequate written documentation, including applicable ACORD certificates, declarations pages or other acceptable policy information demonstrating that the City is included as an additional insured along with the Contractor with respect to all of the coverages required in this "Section 2A Insurance Requirements," except for applicable Worker's Compensation coverage, to include all work performed for the City and specifically including, but not limited to, any liability caused or contributed to by the act, error, or omission of the Contractor, including any related subcontractors, third parties, agents, employees, officers or assigns of any of them. The documentation or endorsement shall specifically include the city as an additional insured for purposes of Products and Completed Operations. The inclusion of the City as additional insured shall be for coverage only on a primary basis for liability coverage, and no coverage shall contain a policy or other restriction or attempt to provide restricted coverage for the City, whether on an excess, contributory or other basis regardless of any other insurance coverage available to the City.

3. **CONTRACTOR'S INDEMNITY – CONTRACTUAL LIABILITY INSURANCE**

- A. To the same extent as specified for minimum coverage requirements in Section 2 above, the required insurance shall include contractual liability coverage to include indemnification and hold harmless agreements and provisions in the related Contract Documents, specifically including the following provision:
- (1) To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the City, its officers, agents, employees, volunteers and consultants from and against any and all claims, damages, losses, costs, and expenses, including but not limited to attorney's fees and costs arising out of or related to the Contract or the Contractor's activities, errors, or omissions related to the Contract including liabilities or penalties imposed by applicable, law, rule or regulation in connection therewith; provided that such claims, damages, losses, costs, and expenses, including but not limited to attorney's fees and costs:
 - is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use therefrom, and
 - is caused in whole or in part by any act or omission of the Contractor, any subcontractor, agent, officer, employee, or assigns of the same or by anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in whole or in part by a party indemnified hereunder.
 - (2) Such indemnification shall not be construed to negate, abridge, limit or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this section.
- B. In any and all claims by any employee (whether an employee of the Contractor or subcontractor, or their respective agents or assigns by anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable as an employer) in whole or in part against the City, its officers, agents, employees, volunteers or consultants, the above indemnification shall not be limited in any way by the amount of damages, compensation, benefits or other contributions payable by or on behalf of a the employer under Worker's Compensation statutes, disability benefit acts, or any other employee benefit or payment acts as the case may be.

- C. The obligations of indemnification herein shall not include or extend to:
- (1) Any outside engineer's or architect's professional errors and omissions involving the approval or furnishing of maps, drawings, opinions, reports, surveys, change orders, designs or specifications within the scope of professional services provided to the City and related to the Contract; and
 - (2) Any claims arising out of the negligence of the City to the extent the same is the sole and proximate cause of the injury or damage so claimed.
- D. In the event of any litigation of any such claims shall be commenced against the City, Contractor shall defend the same at Contractor's sole expense upon notice thereof from the City. Contractor shall notify the insuring company that the City reserves and does not waive any statutory or governmental immunity and neither Contractor, nor Contractor's counsel whether employed by Contractor or by an insurer on behalf of the Contractor shall waive such defenses or enter into any settlement or other disposition requiring waiver of any defenses or immunity of the City without the express written consent of the City.

4. CONTRACTOR'S INSURANCE FOR OTHER LOSSES.

- A. Contractor shall assume full responsibility for all loss or damage from any cause whatsoever to any tools owned, rented or used in connection with the Contract including any tools, machinery, equipment, storage devices, containers, sheds, temporary structures, staging structures, scaffolding, fences, forms, braces, jigs, screens, brackets, vehicles and the like owned or rented by Contractor, or Contractor's agents, subcontractors, suppliers, or employees.
- B. In connection with the above, Contractor shall cause or require any applicable insurance related to physical damage of the same to provide a waiver of a right of subrogation against the City.

5. NOTIFICATION IN EVENT OF LIABILITY OR DAMAGE.

- A. The Contractor shall promptly notify the City in writing and provide a copy of all claims and information presented to any of Contractor's insurance carrier/s upon any loss or claim or upon any occurrence giving rise to any liability or potential liability related to the Contract or related work. The notice to the City shall include pertinent details of the claim or liability and an estimate of damages, names of witnesses, and other pertinent information including the amount of the claim, if any.
- B. In the event the City receives a claim or otherwise has actual knowledge of an any loss or claim arising out of the Contract or related work and not otherwise known to or made against the Contractor, the City shall promptly notify the Contractor of the same in writing, including pertinent details of the claim or liability; Provided, however the City shall have no duty to inspect the project to obtain such knowledge, and provided further that the City's obligations, if any, shall not relieve the Contractor of any liability or obligation hereunder.

6. PROPERTY INSURANCE/ BUILDER'S RISK.

- A. The Contractor shall provide property insurance (a/k/a Builder's Risk or installation Floater) on all Projects involving construction or installation of buildings or structures and other projects where provided in the Special Provisions. Such insurance shall be provided in the minimum amount of the total contract sum and in addition applicable modifications thereto for the entire work on a replacement cost basis. Such insurance shall be maintained until the City completes final acceptance of the work as provided in the Contract. Such insurance shall be written and endorsed, where applicable, to include the interests of the City, Contractor, Subcontractors, Sub-subcontractors in the related work. The maximum deductible for such insurance shall be \$5,000 for each occurrence, which deductible shall be the responsibility of the Contractor. Such insurance shall contain a "permission to occupy" endorsement.

- B. All related Property Insurance shall be provided on a "Special Perils" or similar policy form and shall at a minimum insure against perils of fire including extended coverage and physical loss or damage including without limitation or duplication of coverage: flood, earthquake, theft, vandalism, malicious mischief, collapse, and debris removal, including demolition whether occasioned by the loss or by enforcement of applicable legal or safety requirements including compensation or costs for City's related costs and expenses (as owner) including labor required as a result of such loss.
- C. All related Property Insurance shall include coverage for falsework, temporary buildings, work stored off-site or in-transit to the site, whether in whole or in part. Coverage for work off-site or in-transit shall be a minimum of 10% of the amount of the policy.
- D. The Contractor's Property Insurance shall be primary coverage for any insured loss related to or arising out of the Contract and shall not be reduced by or coordinated with separate property insurance maintained by the City.

**SPECIFICATIONS FOR
UNIT PRICE CONSTRUCTION CONTRACT FOR MISCELLANEOUS
LANDSCAPE INSTALLATION AND MAINTENANCE SERVICES
PROJECT INFORMATION**

1. SCOPE OF CONTRACT

- 1.1 The City of Lincoln (hereinafter referred to as "City"), desires to retain qualified contractors on a Unit Price Construction Contract basis to perform miscellaneous landscape installation and maintenance services for the term of the contract.
- 1.2 The attached sample agreement serves as specifications, and describes the obligations of the City and Contractor.
- 1.3 The total amount of work for all departments/agencies of the City for the term of the contracts is estimated to be approximately \$30,000.00.
 - 1.3.1 Individual Unit Price Projects under the terms of this Contract will range from \$0.00 to **\$10,000.**
 - 1.3.1.1 Projects over \$10,000.00 will be bid out separately.
 - 1.3.1.2 The City reserves the right to bid out any and all projects separately if it is felt that it is in the best interest of the City to do so.
 - 1.3.2 Individual Unit Price Projects will be bonded separately, except where noted.
- 1.4 Unit prices being bid shall include costs of materials, when needed, shipping, labor, tools, equipment, mobilization, and overhead and profit.
 - 1.4.1 Labor costs shall include all health and welfare benefits, insurance, taxes, and all other applicable fringe benefits, if any.
- 1.5 No adjustments in unit prices being bid will be allowed on work awarded during the annual contract period.
 - 1.5.1 Any future fluctuation in the costs associated with unit price calculations should be taken into consideration by the bidder, even though the work for an individual project may extend into the succeeding year.
- 1.6 The term of the contract shall be one (1) year, April 15, 2007 through March 31, 2008; with options to renew for two (2) additional one-year terms beginning April 1, 2008.
- 1.7 Other local Government entities may become a part of this contract.

2. CONTRACT AND INSURANCE

- 2.1 Within seven (7) calendar days after the award of bid the Contractor(s) must execute a written Unit Price Construction Contract between the Contractor and the City, sample attached.
- 2.2 Also, within such time period the Contractor must furnish with the executed agreement a certificate of insurance in accordance with the attached "Insurance Clause to be used for All Unit Price Construction Contracts", naming the City of Lincoln as additional insured.

3. BIDDING PROCEDURE AND AWARD OF CONTRACTS

- 3.1 Bidding Procedure
 - 3.1.1 Read attached Instructions to Bidders prior to submitting your Unit Price Proposal.
 - 3.1.2 The following documents must be submitted as your bid:
 - 3.1.2.1 Completed and signed Unit Price Proposal Form
 - 3.1.2.2 Qualifications statement
 - 3.1.2.3 List of references
 - 3.1.2.4 Bid security in the amount of \$500.00 is required to be submitted with your bidding documents as a guarantee of good faith.

3.2 Award of Contract

- 3.2.1 In determining the low responsible bids, consideration may be given to the following factors:
 - 3.2.1.1 Ability, capacity and skill of the bidder to comply with the specifications and perform the work required by the contract.
 - 3.2.1.2 Character, integrity, reputation, judgement, experience and efficiency of the bidder.
 - 3.2.1.3 Ability of the bidder to perform the work within the time specified for each project.
 - 3.2.1.4 Previous and current compliance of the bidder with laws and regulations relating to the work.
 - 3.2.1.5 Quality of the bidder's performance on previous work for the City.
 - 3.2.1.6 Cost of the Unit Price Proposal
 - 3.2.1.7 Any other information deemed relevant to the contract by the City.
- 3.2.2 Contracts resulting from bid proposals shall not be on an all-or-non basis, and may be awarded to several bidders based on price, scheduling, the ability to complete work on time, quality of work and previous inspection and acceptance of past projects.
- 3.2.3 The City further reserves the right to analyze bid proposals in detail and to award contracts which the City believes to be in its best interests.
- 3.2.4 The City may make any investigation deemed necessary to determine the ability of a bidder to perform in accordance with the specifications.
- 3.2.5 The City reserves the right to reject any bid based on facts resulting from any investigation which indicates that bidder is not properly qualified to perform the obligations of any resulting contract.

4. **BIDDER QUALIFICATIONS**

- 4.1 Bidder must be an experienced landscape contractor who has performed landscape maintenance services similar in material, design and extent to that required for Service Agreement.
- 4.2 Bidder must be able to correctly identify common annual and perennial herbaceous weeds, grasses and woody plant materials that may require landscape maintenance under this service agreement.
- 4.3 Bidder must have a valid and current Nebraska Certified Pesticide Applicator License for the Ornamental and Turf Pest Control Category and submit proof thereof with Bid Proposal.
- 4.4 Bidder must have a valid and current Nebraska Nursery Grower, Dealer or Broker License from the Nebraska Department of Agriculture and submit proof thereof with Bid Proposal.
- 4.5 Bidder must currently own necessary and proper tools and equipment needed to perform required landscape maintenance services.
 - 4.5.1 Bids will **not** be awarded to bidders who would purchase such necessary tools and equipment contingent upon their being awarded the bid.

**UNIT PRICE CONSTRUCTION CONTRACT
FOR MISCELLANEOUS LANDSCAPE INSTALLATION AND MAINTENANCE
SERVICES**

THIS CONTRACT, is made and entered into this _____ day of _____, 2007 by and between _____, hereinafter referred to as "Contractor"; and the City of Lincoln, Nebraska, hereinafter referred to as the "City";

WHEREAS, the City wishes to engage Contractor in accordance with the terms and conditions herein to provide the above referenced construction services; and

WHEREAS, Contractor desires to perform said construction services for the City in accordance with the terms and conditions herein provided; and

WHEREAS, the City has caused to be prepared, in accordance with law, specifications, plans, and other contract documents for said construction services and has approved and adopted said documents and has caused to be published an advertisement for and in connection with said construction services; and

WHEREAS, the Contractor in response to such advertisement has submitted to the City in the manner and at the time specified, a sealed proposal in accordance with the terms of said advertisement; and

WHEREAS, the City in the manner prescribed by law has publicly opened, read aloud, examined, and canvassed the proposals submitted in response to such advertisement, and as a result of such canvass has determined and declared the Contractor to be the lowest responsible bidder(s) for said construction services for the unit prices named in the Contractor's proposal, a copy of which unit price proposal is attached hereto and made a part of the Contract.

NOW, THEREFORE, in consideration of the amounts to be paid to the Contractor said construction services and the other conditions, covenants and agreements herein contained, the Contractor and the City have agreed and hereby agree as follows:

1. Rates.
 - 1.1 The Contractor agrees to provide the above referenced construction services in accordance with the unit price rates which are set forth in the Contractor's Unit Price Proposal, attached hereto and incorporated herein.
 - 1.2 The Contractor further agrees that the rates set forth in the Unit Price Proposal shall remain in effect during the term of this Contract.
2. Term.
 - 2.1 The initial term of this Contract will be for a period of one year from the 15th day of April, 2007 through the 31st day of March, 2008, with an option by the City to renew the Contract for two additional one-year terms upon providing sixty days written notice to the Contractor prior to the expiration of the initial term of this Contract.

3. Amount of Work.

- 3.1 No minimum amount of work is guaranteed by the City to any one Contractor by virtue of this Contract.
- 3.2 In the event that any single project for the above referenced construction services exceeds the sum of Ten Thousand Dollars (\$10,000), it is understood that the City will undertake a separate bid process for such project.

4. Termination.

- 4.1 The City reserves the right to terminate this contract for cause at any time during the term of the Contract upon default for the Contractor in providing the construction services in accordance with the terms and conditions contained herein.
- 4.2 The City shall provide ten (10) days written notice to Contractor to correct any deficiencies prior to termination of the Contract.
- 4.3 The City reserves the right to terminate this contract in the event that the City does not appropriate sufficient funds for the continuation of the contract into the succeeding fiscal year.

5. Standard Specifications General Conditions.

- 5.1 The City of Lincoln Standard Specifications for Landscape Work, Seeding and Sodding and attached Special Provisions are a part of this Contract, except as specifically amended for a specific project and as dependent upon the nature of the particular construction services to be provided pursuant to this Contract.

6. Non-Discrimination.

- 6.1 The parties agree that in connection with the carrying out of this project the Contractor shall not discriminate against any employee or application for employment because of race, color, religion, sex, national origin, ancestry, disability, age, or marital status.
- 6.2 The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, national origin, ancestry, disability, age, or marital status.
 - 6.2.1 Such actions shall include, but not be limited to, the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.

7. Drug Free Workplace.

- 7.1 The Contractor agrees that in the performance of this Contract, neither the Contractor nor any employee of the Contractor shall engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity covered by this Contract.
- 7.2 The City reserves the right to request a copy of the Contractor's drug free workplace policy.
- 7.3 The Contractor further agrees to include a provision similar to this statement in all subcontracts for construction services required pursuant to this Contract.

8. Contract Documents.
 - 8.1 The Contract Documents comprising this Contract shall consist of the following: Instructions and notice to bidders; the acceptance Unit Price Proposal; the contract agreement and all associated schedules and attachments; the standard specifications; general condition and any supplementary conditions thereto; and any addenda issued in connection with a particular project.
9. Independent Contractor.
 - 9.1 The parties understand that this contractual agreement shall not create an employer/employee relationship and the Contractor, his employees, and any person acting on behalf of the Contractor shall be deemed to be an independent contractor during the term of this Contract.
10. Insurance.
 - 10.1 The Contractor shall provide insurance in accordance with the City's standard insurance clause to be sued for all City Contracts which is hereby made a part of this Contract.
11. Indemnification.
 - 11.1 The Contractor agrees to indemnify and hold harmless and defend the City and any of its officers, agents, servants, and employees from any and all claims resulting from injuries, including death, bodily injury, property damage, or any other losses arising out of or in connection with or in any way associated with the performance of the terms and conditions of this Contract.
 - 11.2 The Contractor shall not be required to indemnify the City for any damage resulting from the sole negligence of the City or its employees.
12. Applicable Laws and Permits.
 - 12.1 The Contractor shall observe and comply with all applicable federal, state, and local laws, regulations, standards, ordinances or codes and shall be in compliance with all applicable licenses and permitting requirements at all times.
 - 12.2 All permits required by the City for the performance of the work associated herewith shall be secured through the City's Department of Building and Safety and shall be paid for by each department/agency on a project-by-project basis.
13. City's Representatives.
 - 13.1 Departmental/agency representatives identified in attached Schedule B, or their designated representatives shall act as the City' agent responsible for the administration of individual projects undertaken pursuant to this Contract.
14. Contract Bonds.
 - 14.1 Each Unit Price Project executed under the provisions of this Contract shall be bonded separately.
15. Sales and Use Tax.
 - 15.1 The City shall furnish the Contractor with a Nebraska Department of Revenue Form 17, Purchasing Agent Appointment and Delegation of Authority for Sales and Use Tax, for projects which involve work which are considered by the State of Nebraska as exempt from sales tax.

16. Quotations for Individual Unit Price Projects.
 - 16.1 Upon award, quotations for individual projects shall be written on the Unit Price Quotation Form, Attachment 1, showing a breakdown on the contract unit prices for labor.
 - 16.2 All quotations submitted on the Unit Price Quotation Form shall be considered “not to exceed” proposals.
 - 16.3. City reserves the right to request competitive quotes from two or more Unit Price Contractors in the same construction discipline for a “fixed lump sum” price and time completion quote at the discretion of each departmental/agency representative.
 - 16.3.1 The departmental/agency representative shall select the contractor with the most favorable price and/or completion date.
 - 16.4 If at any time there is a change to the project that affects the quotation, a Revised Unit Price Quotation Form shall be submitted by the Contractor and signed by the departmental /agency representative for that project.
 - 16.4.1 Extra work shall not proceed until authorized by the departmental/agency representative.
17. Use of Contractors.
 - 17.1 The City, in its sole discretion, shall determine which respective projects will be offered to any of the Unit Price Contractors which the City believe are in their best interests.
18. Use of Subcontractors.
 - 18.1 The City recommends, but does not require, the selection of subcontractors from the existing list of Unit Price Contractors.
19. Notice to Proceed.
 - 19.1 No work shall be done for the City under the contract unless a written Notice to Proceed has been issued by the appropriate departmental/agency representative.
 - 19.2 Contractor shall commence work as soon as reasonably possible on the date agreed to by the departmental/agency representative.
 - 19.3 Work shall be complete on or before the date set forth in the Notice to Proceed.
20. Invoices.
 - 20.1 All invoices for construction services performed pursuant to this Contract shall be submitted to the appropriate departmental/agency representative.
 - 20.2 Each project shall be invoiced separately.
 - 20.3 The Contractor’s invoices shall include the job site location, date of project, and a fully itemized list of rates and quantities as established in the Contractor’s Unit Price Proposal.
 - 20.4 Invoices shall be submitted for payment within thirty (30) days of the date of project conclusion.
21. Assignment.
 - 21.1 This Contract shall not be assigned by Contractor to any other party without first obtaining the written consent of the City.
22. Governing Law.
 - 22.1 This Contract shall be governed by and interpreted in accordance with the laws of the State of Nebraska.

Dated this _____ day of _____, 2007

City of Lincoln, Nebraska

Attest

Mayor

City Clerk

Contractor

Company Name

Street Address

By: Name (Print)

City State Zip Code

Signature

Telephone Number(s)

Title

SPECIAL PROVISIONS

Except as specifically modified by these Special Provisions, the Standard Specifications for Municipal construction for the City of Lincoln shall apply to all work on this project including Chapter 31.00 LANDSCAPE WORK and Chapter 30.00 SEEDING AND SODDING

1. STANDARD SPECIFICATIONS

- 1.1 The 1999 City of Lincoln Standard Specifications for Municipal Construction shall govern in the construction of this project.
- 1.2 See City of Lincoln Standard Specification - 1997 for additional requirements that relate to this section. Notify the City's Representative of all discrepancies, prior to proceeding with the work.
- 1.3 Submit manufacturer's or vendor's certified analysis for fertilizer materials.
- 1.4 Submit other data substantiating that materials comply with specified requirements.

2. PROJECT MAINTENANCE

- 2.1 The establishment period will follow the completion of all planting in a planting season.
 - 2.1.1 The establishment period will not begin until all of the following items of work have been performed: planting, backfilling, water, pruning, staking, guying, water basin construction, and mulching.
 - 2.1.2 All plant material shall be in acceptable growing condition when the project enters the establishment period.
- 2.2 During the establishment period, the Contractor shall properly maintain all plant materials planted under this contract.
 - 2.2.1 The establishment procedures shall include additional pruning, protective measures against pest and diseases, watering as often as required by necessity, cultivating, repairing damage to the watering basins, replacing mulch which becomes displaced, keeping the stakes firm and the guys adjusted, weeding with a pre-emergent weed control or other approved means, and other establishment procedures deemed necessary by the City's representative, including the removal of any dead plant material from the project.
 - 2.2.2 **Note: Contractor shall be responsible for watering all plant material as necessary during the establishment period, at the hourly rate specified in the contract.**
 - 2.2.3 The Contractor shall inform the Project Manager of all plant materials which die or look unhealthy during the establishment period following the completion of all planting.
 - 2.2.4 Seeding and Sodding will not be subject to the establishment provisions.

3. PLANTING TIME

- 3.1 Planting Time: Plant materials only during normal planting seasons for each type of landscape work required, except when prior written permission is obtained from the City's Representative.
- 3.2 Actual planting time shall be determined on a project by project basis and by weather conditions and accepted local practice.

4. MISCELLANEOUS PLANTING MATERIALS

- 4.1 Topsoil for Planting Areas: Fertile, friable, natural loam, dark in color (often black), free of subsoil, clay lumps, brush, weeds, roots, stumps, stones larger than 1-1/2 inch in any dimensions, debris, and other extraneous or toxic matter and harmful to plant growth.
- 4.2 Topsoil shall be obtained from local sources and exhibit an acidity range (pH) of 6.0 to 8.5.

- 4.3 The location of the source of the material is to be identified..
- 4.4 Mulch for Trees, Shrubs, and Perennials shall be organic mulch, free from wood chips, sawdust and deleterious materials, suitable for top dressing of trees.
- 4.5 Mulch shall consist of well-rotted, shredded native hardwood back mulch not larger than 4 inches in length and ½ inch in width.
- 4.6 Compost is available from the City of Lincoln's Solid Waste Operation - contact Gene Hanlon (402) 441-7043).
- 4.7 Anti-Desiccant shall be Emulsion type, film-forming agent designed to permit transpiration but retard excessive loss of moisture from plants.
 - 4.7.1 Delivery shall be made in manufacturer's fully identified containers and mix in accordance with manufacturer's instructions.
- 4.8 Plant Starter shall be a Liquid solution with an analysis of 3-10-3 (low analysis fertilizer), such as Upstart manufactured by Ortho, or City approved equal.

5. PREPARATION/EXECUTION

- 5.1 Examine proposed planting areas and conditions of installation.
 - 5.1.1 Do not start planting work until unsatisfactory conditions are corrected.
- 5.2 Layout individual tree and shrub locations.
 - 5.2.1 Stake locations and secure City's Representative's acceptance before start of planting work.
 - 5.2.2 Make minor adjustments as may be requested.
 - 5.2.3 Installation of plant material may not begin until City's Representative has approved planting locations.
- 5.3 Determine location of underground utilities and perform work in a manner which will avoid possible damage.
 - 5.3.1 Plans of underground facilities will be available at the City Engineer's office.
 - 5.3.2 All damage resulting from the excavation, tree planting, backfilling, etc. shall be repaired at the Contractor's expense.
 - 5.3.3 Surfaces other than the planting area shall be restored by the Contractor to the condition existing prior to the planting operation.
 - 5.3.4 Hand excavate, as required.
- 5.4 Excavate pits, beds and trenches with vertical sides and with bottom slightly raised at center to provide proper drainage.
 - 5.4.1 Loosen hard subsoil in bottom of excavation and scarify sides.
 - 5.4.2 For balled and burlapped trees and shrubs, scarify bottom of the excavations to a depth of 4 inches.
 - 5.4.3 Make excavations equal to the depth of ball, and diameter at least twice as wide as the root ball or root systems to accommodate the entire root ball or root system and to allow enough space to permit loose backfill to be worked down and around the root ball or root system.
 - 5.4.4 Planting pits shall be backfilled the same day they are dug.
 - 5.4.5 If any planting pits are to be left open when work is not in process or create a safety hazard to the public, they shall be covered over or properly barricaded.
- 5.5 Prepare soil at perennial areas by spading or rototilling deeply to a depth of at least 8 inches below finished grade.
 - 5.5.1 Add compost to planting area so that the final planting medium composition is 60% topsoil and 40% compost to an 8-inch depth.
 - 5.5.2 Rake planting bed smooth.
- 5.6 When conditions detrimental to plant growth are encountered, such as rubble fill or adverse drainage conditions, notify City Representative.
- 5.7 Hand excavate near underground utilities.
- 5.8 Maintain grade stakes set by others until removal is agreed upon by all parties considered.

6. PLANTING TREES AND SHRUBS

- 6.1 Planting shall be performed only by experienced persons familiar with planting procedures under the supervision of a qualified supervisor.
- 6.2 Set balled and burlapped stock plumb and in center of pit or trench with top of ball at same elevation as adjacent finished landscape grades.
- 6.3 Rotate plants to give the best appearance and relationship to each other or adjacent structures.
- 6.4 Plant material shall be lifted, carried and/or lowered by the root ball, never by the trunk.
- 6.5 For all plants other than evergreens, remove burlap from sides of balls but retain burlap on bottoms.
- 6.6 Where wire basket used, cut and remove the top ½ of the wire basket without disturbing plant roots.
- 6.7 Completely remove containers for container grown stock.
- 6.8 Place additional backfill around base and sides of ball, and work each layer to settle backfill and eliminate voids and air pockets.
 - 6.8.1 When excavation is approximately 2/3 full, water thoroughly before placing remainder of backfill.
 - 6.8.2 Repeat watering until no more is absorbed.
 - 6.8.3 Apply plant starter at manufacturers' suggested rates during watering process.
 - 6.8.4 Water again after placing final layer of backfill.
 - 6.8.5 Remove all ropes and wires from tops of balls.
 - 6.8.6 Dish top of backfill to allow for mulching.
- 6.9 Mulch plant pits shall not have less than a 3-inch thickness of mulch worked into the top of the backfill and finish level with adjacent finish grades.
 - 6.9.1 Mulch within 24 hours of planting.
 - 6.9.2 Thoroughly water mulched areas.
 - 6.9.3 After watering, rake mulch to provide a uniform finished surface.
- 6.10 Apply anti-desiccant using power spray to provide an adequate film over trunks, branches, stems, twigs and foliage, when directed.
- 6.11 Prune, thin out and shape trees and shrubs in accordance with standard horticultural practice.
 - 6.11.1 Prune trees to retain required height and spread.
 - 6.11.2 Unless otherwise directed by City's Representative, do not cut tree leaders and remove only injured or dead branches from flowering trees.
 - 6.11.3 Prune shrubs to retain natural character.
 - 6.11.4 Prune evergreens only to remove broken or damaged branches.
- 6.12 Remove and replace excessively pruned or mis-formed stock resulting from improper pruning only upon the City Representative's request.
 - 6.12.1 If requested, the City is to provide a replacement.
- 6.13 Staking of trees shall be completed immediately after planting.
 - 6.13.1 Trees are to be staked with three (3) 2-inch by 2-inch by 24-inch wood stakes driven at approximately a 45 degree angle to the ground plane to avoid the root system.
 - 6.13.2 Tree should be tied with a figure-eight loop between the tree and stake to allow for flexibility.
 - 6.13.3 Do not tie tree rigidly to the stake.
 - 6.13.4 Stakes shall be driven so they support the trees and are firm.
 - 6.13.5 Guy wires shall be sufficiently tight to transfer support from the stake to tree.
- 6.14 A watering basin shall be constructed for all plant material as shown on the drawings.
 - 6.14.1 Surplus material from the excavation shall be thinly scattered and leveled so as to leave a mat, smooth appearance.
 - 6.14.2 The complete water basin shall be filled with water prior to the installation of the mulch.

7. PLANTING PERENNIAL PLANTS

- 7.1 Moisten soil before planting and allow it to dry slightly until workable.
- 7.2 Set plants at specified spacing.
- 7.3 Do not remove plant from container until it is to be set in planting soil.
- 7.4 Mulch perennial plants.
 - 7.4.1 Provide not less than 2-inch thickness of mulch and work into top of backfill and finish level with adjacent grades.
 - 7.4.2 Mulch within 24 hours of planting.
 - 7.4.3 Thoroughly water mulched areas.
 - 7.4.4 Mulch shall cover all disturbed earth within the perennial planting area.

8. SEEDING

- 8.1 Seeding shall include application of pre-emergent.
 - 8.1.1 The pre-emergent shall be suitable for use in establishing newly seeded fescue plantings.
 - 8.1.2 The contractor shall follow the manufacturer's rate and method of application unless directed otherwise.
- 8.2 Seed mix shall be **specified per job**.

9. SOD PLUGS

- 9.1 Plant individual plugs with root cluster and portions of stem buried in soil.
 - 9.1.1 Firm soil around plugs after planting.
 - 9.1.2 Do not cover tips.
- 9.2 Space plugs 12 inches on center each direction, unless otherwise specified.
- 9.3 Water plugs with a fine spray immediately after planting.
- 9.4 Apply Plateau herbicide, or approved equal pre-emergent control within 5 days after initial watering at a rate of 1oz per acre.
- 9.5 Maintain plugged areas until completions and acceptance of the entire project.
- 9.6 Maintain plugged areas including watering, weed control, mowing, applications of herbicides, fungicides, insecticides, re-sodding or re-plugging until an established planting is achieved and accepted by the City's Representative.

10. WATERING

- 10.1 Contractor responsible for all equipment required for watering, including hoses and other methods of transportation.
- 10.2 Hoses shall be free of substance harmful to plant material.
- 10.3 Water resources include the following alternatives:
 - 10.3.1 Non-potable water from the Teresa Street Waster Water Treatment Plant (available at no cost to Contractor).
 - 10.3.2 Water Hydrant (meters must used and are available for fee through the Lincoln Water Department).
- 10.4 Billable water cost will be reimbursed to Contractor provided a statement showing dates, quantities, and source are presented.

11. CLEANUP AND PROTECTION

- 11.1 Proceed and complete landscape work (i.e. planting, seeding, sodding, watering, maintenance, etc.) as rapidly as the site becomes available working within seasonal limitations.
- 11.2 During landscape work (i.e. planting, seeding, sodding, watering, maintenance, etc.) and seeding/sodding work, keep pavements clean and work areas in an orderly condition.
- 11.3 Protect exiting utilities, paving, plant material, and other facilities from damage caused by seeding operations.

**CITY OF LINCOLN, NEBRASKA
UNIT PRICE QUOTATION
MISCELLANEOUS LANDSCAPING SERVICES, 07-085**

Date: _____

TO DEPARTMENT/AGENCY REPRESENTATIVE: _____

FROM (CONTRACTOR): _____

PROJECT NUMBER: _____

PROJECT DESCRIPTION: _____

When making a quotation please breakdown the Total Cost into the following categories: Labor, Materials, Equipment, Overhead and Subcontractors Costs. Fill in the following tables in the areas as shown. If an item does not apply, please do not make an entry in that column.

TIME OF COMPLETION

Estimated Start Date	
Number of Days to Complete	

LABOR COST SCHEDULE-LANDSCAPE INSTALLATION

CONTRACTOR	UNIT	UNIT PRICE	TOTAL \$ AMOUNT
Turf/Vegetation Removal-Manual Labor	Hourly		
Turf/Vegetation Removal-Chemical App. (excl. Chem)	Hourly		
Soil Removal	C.Y.		
Soil Replacement (excl. Cost of Material)	C.Y.		
Soil Enrichment	C.Y.		
Rototilling (8" minimum depth)	S.F.		
Natural Edge/Trenching	L.F.		
Perennial Installation (excl. Cost of Plant) Quart (1) Gallon	Each		
Shrub Installation (excl. Cost of Shrub) (1) Gallon (2) Gallon	Each		
Tree Installation (excl. Cost of Tree) Deciduous 1 1/2" cal. Evergreen 4' tall	Each		
Mulch Application/Spreading (excl. Cost of Mulch)	S.F.		
Watering (excl. Cost of Water)	Hourly		
Fertilizing (excl. Cost of Fertilizer)	S.F.		
Seeding (excl. Cost of Seed)	S.F.		
Plugging (excl. Cost of Plugs)	S.F.		
Sodding (excl. Cost of Sod)	S.F.		
Anti-desiccant (excl. Cost of Anti-desiccant)	S.F.		
TOTAL LABOR			

LABOR COST SCHEDULE-LANDSCAPE MAINTENANCE

CONTRACTOR	UNIT	UNIT PRICE	TOTAL \$ AMOUNT
Cutting Back Grasses/Perennials	Hourly		
Pruning Shrubs	Hourly		
Pruning Trees	Hourly		
Pre-Emergent (excl. Cost of Herbicide)	Hourly		
Fertilizer (excl. Cost of Fertilizer)	Hourly		
Post-Emergent (excl. Cost of Herbicide)	Hourly		
Pesticide (excl. Cost of Pesticide)	Hourly		
Weeding (manually)	Hourly		
Natural Edge/Trenching	L.F.		
Mulch Application/Spreading (excl. Cost of Mulch)	S.F.		
Trash Removal from Landscape	Hourly		
Watering (excl. Cost of Water)	Hourly		
Dividing and/or Transplanting Perennials/Grasses	Hourly		
Transplanting Shrubs	Hourly		
Anti-desiccant (excl. Cost of Anti-desiccant)	S.F.		

EQUIPMENT AND MATERIAL COSTS

ITEM	UNIT	UNIT PRICE	TOTAL \$ AMOUNT
Top Soil	C.Y.		
Compost	C.Y.		
Pre-Emergent (Ornamental Herbicide) Liquid _____	Gal.		
Pre-Emergent (Turf) Liquid _____	Gal.		
Fertilizer (12% nitrogen, 4% phosphoric acid, 8% potash)			
Plant Starter (Liquid Soln. w/ an analysis of 3-10-3) Liquid _____	Gal.		
Post-Emergent (Ornamental Herbicide) Liquid _____	Gal.		
Post-Emergent (Remove broadleaf weeds) Liquid _____	Gal.		

EQUIPMENT AND MATERIAL COSTS (Cont.)

Post-Emergent (Turf) Liquid _____	Gal. Lbs.		
Pesticide Insecticidal Soap _____ Contact or Equivalent _____ Miticide or Equivalent _____	Gal.		
Complete Kill Round-up or Equivalent _____	Gal.		
Mulch Cedar Cottonwood Cypress Other	C.Y.		

**TOTAL PRICE (NOT TO
EXCEED)**

\$

Change Order
#

Accepted:

Not Accepted:

FIRM: _____**BY:** _____**ADDRESS:** _____**PHONE:** _____**APPROVED BY:** _____ **DATE:** _____

SCHEDULE B
DEPARTMENTAL/AGENCY REPRESENTATIVES

Lincoln City Libraries

Gary Meier, Bldv & Grounds Superintendent
14th & N Streets
Lincoln, NE 68508
441-8555

Parks & Recreation Department

2740 "A" Street
Lincoln, NE 68502

Jerry Shorney Super Parks/Operation
441-8259

J.J. Yost, Planning & Const. Mgr.
441-8255

Mark Canney, Park Planner
441-8248

Urban Development

808 P Street, Suite 400
Lincoln, NE 68508
441-7606

Wynn Hjermstad, Community Dev. Mgr.
441-8211

Dallas McGee, Assistant Director
441-7857

Lincoln Fire Department

John Huff, Assistant Chief or his duly appointed
Representative
1801 Q Street
Lincoln, NE 68508
441-8354

Lincoln Water System

John Miriovsky, Superintendent of Operations
2021 N. 27th Street
Lincoln, NE 68503
441-7571

Public Works, Engineering Services

531 Westgate Blvd., Suite 100
Lincoln, NE 68528-1563
441-7711

Karl Fredrickson, Asst. City Engineer
441-5673

Thomas Schaffer, Design/Const. Mgr.
441-7837

Public Works, Street & Traffic Operations

Bill Nass, Maintenance Coordinator
901 N. 6th Street
Lincoln, NE 68508
441-7701